

EXHIBIT A

Execution Version

DEMAND NOTE

(USD) \$1,400,000

November 16, 2020

FOR VALUE RECEIVED, COMPASS PRODUCTIONS INTERNATIONAL, LLC, a New York limited liability company whose address is 999 Central Avenue, Suite 100B, Woodmere, New York 11598 (the “Maker”), promises to pay to the order of **BYM FINANCE INC.**, an Ontario corporation whose address is 100-2939 Portland Drive, Oakville, Ontario L6H 5S4 (the “Payee”), at such address or at such other place as the holder of this Note may designate in writing, **ON PAYEE’S DEMAND** and giving of at least sixty (60) days’ notice the principal amount of One Million Four Hundred Thousand U.S. Dollars (USD \$1,400,000), together with interest thereon from the date hereof until payment in full is made by the undersigned at the rate of twenty-four percent (24%) per annum, calculated on the basis of a 365-day year but accruing on the unpaid principal balance for the actual number of days elapsed.

The Maker represents and warrants to Payee that the Maker will use the proceeds of the loan represented by this Note solely for purchases of nitrile gloves and consistent with all applicable laws and statutes.

In the absence of a demand for payment, the principal amount of this Note and interest thereon at the above rate shall be paid as follows:

(a) Commencing on December 15, 2020, and continuing on the fifteenth (15th) day of each month thereafter to and including November 15, 2021, the Maker shall make monthly payments of interest at the above rate on the unpaid principal amount of this Note.

(b) The entire unpaid principal amount of this Note together with all interest due thereon shall be due and payable in full on December 15, 2021.

The entire unpaid principal amount of this Note and all interest thereon shall become and be immediately due and payable (notwithstanding either the above payment terms or the fact that demand for payment has been made but the period of sixty (60) days following the giving of notice thereof has not expired) upon the occurrence of any of the following events or conditions: (i) nonpayment within ten (10) Business Days of when due of any payment due under this Note; (ii) the failure of the Maker to use the proceeds of the loan represented by this Note for the above purpose and in conformance with all applicable laws and statutes; (iii) the filing by the Maker of a request or petition for liquidation, reorganization, arrangement, adjustment of debts, adjudication as a bankrupt, relief as a debtor or other relief under the bankruptcy, insolvency or similar laws of the United States or any state or territory thereof or any foreign jurisdiction now or hereafter in effect; (iv) the filing against the Maker of a request for adjustment of debts, adjudication as a bankrupt, relief as a debtor or other relief under the bankruptcy, insolvency or similar laws of the United States or any state or territory thereof or any foreign jurisdiction now

or hereafter in effect which is not dismissed within thirty (30) days of such filing; (v) the making of any general assignment by the Maker for the benefit of creditors; (vi) the appointment of a receiver or trustee for the Maker or for any assets of the Maker, including, without limitation, the appointment of or taking possession by a "custodian," as defined in the federal Bankruptcy Code which appointment is not vacated within thirty (30) days of such appointment; the institution against the Maker of any other type of insolvency proceeding (under the federal Bankruptcy Code or otherwise) or of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of the undersigned which is not dismissed within thirty (30) days after the date of such institution; or the institution by or against the Maker of any other type of insolvency proceeding (under the federal Bankruptcy Code or otherwise) or of any formal or informal proceeding for the settlement of claims against or winding up of affairs of the Maker.

Whenever any payment to be made under this Note shall be stated to be due on a Saturday, Sunday or public holiday (any other day being a "Business Day"), such payment shall be made on the next succeeding Business Day.

This Note may be prepaid in whole or in part at any time without penalty or premium, provided, however, that any partial payments shall be in the amount of \$250,000 or more. Any partial prepayments shall be applied first to any accrued and unpaid interest and then to principal.

The Maker hereby waives presentment, notice of nonpayment, protest, notice of protest, notice of dishonor and all other notices in connection with this Note.

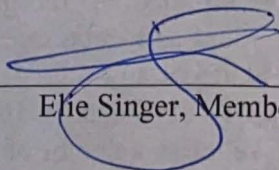
The Maker shall pay all expenses of the holder hereof in collecting this Note, including, without limitation, all reasonable attorneys' fees, whether or not litigation is commenced, and all costs and fees relating to any insolvency, liquidation, receivership or bankruptcy proceedings.

This Note shall be construed and interpreted in accordance with the laws of the State of New York.

THE MAKER AND PAYEE HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION OR PROCEEDING, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO THIS NOTE.

COMPASS PRODUCTIONS INTERNATIONAL, LLC

By: _____


Elie Singer, Member

ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.
COUNTY OF NASSAU)

On the 16 day of November, 2020, before me, the undersigned, personally appeared Elie Singer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public for the State of New York

STEVEN S KAUFMAN
NOTARY PUBLIC, STATE OF NEW YORK
 Registration No. 01KA6373145
 Qualified in Kings County
 Commission Expires April 2, 2022

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